ment of indebtedness to grantee; the agreement to reconvey being valid and enforceable as between the parties.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 35, 36.]

5. Mortgages (§ 297*)—Deed Intended as Mortgage Becomes Absolute, Where Time for Repayment Was Allowed to Expire with That Intent.—Where a deed absolute in form is executed as security for advances made to grantor by grantee, under grantee's agreement to reconvey on repayment of advances by grantor within specified time, the deed becomes absolute in fact, if both parties allow that time to expire with the purpose on the part of both to treat the deed as absolute.

Appeal from Hustings Court of Richmond.

Bills by Joseph E. Eggleston against George M. Eggleston and others. From decrees rendered, sustaining demurrers to bills, complainant appeals. Decree reversed, demurrers overruled, and cause remanded, with directions.

T. Justin Moore, of Richmond, for appellant.

W. D. Miller, of Richmond, and *J. P. Flannigan,* of Welch, W. Va., for appellees.

HILL'S ADM'RS et al. *v.* HILL, et al.

June 10, 1920.

[103 S. E. 605.]

1. Wills (§ 767*)—When Ademption Is Dependent on Intention of Testator.—Where there is a total loss or destruction of the thing bequeathed, the intention of the testator as to whether there is an ademption is not material, for in such case the ademption results because the testator does not have any power at his death to dispose of the subject, but a mere change of the name and form of the thing bequeathed or a change in the character of the security bequeathed will not necessarily work an ademption, and the result may in such cases depend upon the testator's intention.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 879, 880.]

2. Wills (§ 440, 441, 443*)—Effect Will Be Given to Apparent Particular Intent.—The intention of testator must be gathered from the words actually used in the will, but a plain, general purpose will not be subordinated to an apparent particular intent, and the meaning of a single clause will be construed from the circumstances under which the words thereof were used, the relationship of the testator

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

to the beneficiary, and the general testamentary scheme as disclosed by a view of the whole instrument.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 780, 781, 782, 783.]

3. Wills (§ 753*)—Legacies Will Not Be Construed as Specific Unless Clearly So Intended.—Court will not construe legacies as specific unless they are clearly so intended, especially where to hold would result in an inequality among those whom the testator would naturally be expected to treat with equality.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 860.]

4. Wills (§ 767*)—Legacy Held General, and Not Specific.—Where testatrix divided the bulk of her estate into four principal parts of substantially equal amounts for the benefit of three sons and the children of the deceased son, giving to the children of such deceased son a debt for certain amount due her, together with an amount in cash equivalent to difference between amount of such debt and the amount of legacies given other children, a subsequent collection of such debt by testatrix and investment of proceeds in a certificate of deposit did not work an ademption; the legacy being general, and not specific.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 859.]

5. Evidence (§ 461 (1)*)—Parol Evidence of Practical Construction of Contract by Parties Admissible.—In contracts and conveyances inter vivos, it is competent to introduce parol proof to show the practical subject construction which the parties themselves have placed upon the written instrument in question.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc Dig. 724, et seq.]

6. Wills (§ 486*)—Parol Evidence as to Testator's Conduct Subsequent to Execution of Will Admissible.—Parol evidence as to conduct of testator subsequent to execution of will is admisible on the construction of the will.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 789.]

Appeal from Circuit Court, Halifax County.

Suit by Mary G. Hill and others against John R. Hill's administrators and others. Decree for complainants, and defendants appeal. Affirmed.

McKinney & Settle, of South Boston, and *M. B. Hooker,* of Houston, for appellants.

Jas. H. Guthrie, of South Boston, for appellees.

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*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.